

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

MEETING DATE: February 16, 2005

DIVISION: Public Works

BULK ITEM: Yes x No       

DEPARTMENT: Animal Control

AGENDA ITEM WORDING: Approval of renewal agreement with the Humane Animal Care Coalition, Inc. for operation of the Key Largo Animal Shelter in the amount of \$231,652.32 per year.

ITEM BACKGROUND: The Humane Animal Care Coalition, Inc (HACC) has operated the Key Largo Animal Shelter for the past seven years. The current agreement, which will expire on March 31, 2005, has two (2) one-year renewal options. HACC has requested renewal with a CPI increase, which is currently 3.3%.

PREVIOUS RELEVANT BOCC ACTION: Awarded latest bid to the Humane Animal Care Coalition in the amount of \$224,252/yr. on March 17, 2004.

CONTRACT/AGREEMENT CHANGES: Renew agreement for one year and increase contract to \$231,652.32 per year (Current contract of \$224,252/yr. plus 3.3% CPI increase of \$7400.32/yr.)

STAFF RECOMMENDATION: Approval as stated above.

TOTAL COST: \$231,652.32

BUDGETED: Yes: x No:       

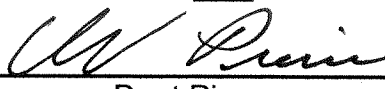
COST TO COUNTY: Same

SOURCE OF FUNDS ad valorem

REVENUE GENERATED: Yes        No x

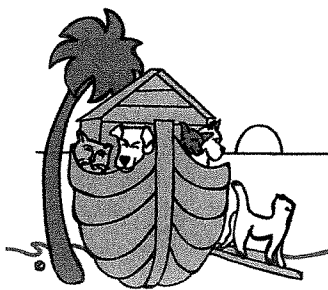
APPROVED BY: County Atty: x OMB/Purchasing: x Risk Management: x

DIVISION DIRECTOR APPROVAL:

 1/21/05  
Dent Pierce

DOCUMENTATION: INCLUDED: x TO FOLLOW:        NOT REQUIRED:       

DISPOSITION:        AGENDA ITEM #:



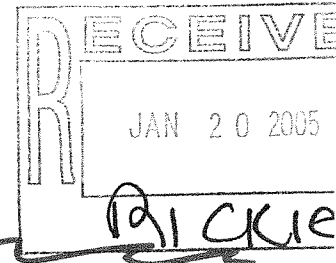
# Humane Animal Care Coalition, Inc.

*A Humane Society Dedicated to the Care of Animals*

283 Saint Thomas Avenue

Key Largo, FL 33037

(305) 453-0826



January 19, 2005

Subject: Renewal of Contract for the operation of the Key Largo Animal Shelter.

Dear Mrs. Beth Leto, Executive Assistant, Director of Public Works:

The Humane Animal Care Coalition, Inc. is pleased to request renewal of the second year of our three year option contract with Monroe County. Please reference Sections III and IV of our current contract. Because of increase cost for most expenses we also are requesting the contract be renewed with a CPI increase as specified in section IV.

As we complete the end of seven years of operations at the Upper Keys Animal Shelter for Monroe County we see progress in all areas of shelter operations. While much works need to be done to solve the animal overpopulation problems, we are very pleased with the high adoptions rates and the reduction of unwanted animals coming into the shelter. We find the main reason for the reduction of animals is our "Free" spay and neuter program we began offering the community in July 2000. We have now spayed or neutered over 2,500 animals at no cost to the community. This program does not include all of the adoptions that are also spayed or neutered before going into new homes. Again we will be providing all the shelter details in our seventh annual Upper Keys Animal Shelter Report we expect will be completed by the end of April.

Best regards,

Thomas F. Garrettson

President, Humane Animal Care Coalition, Inc.

**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**

**CONTRACT SUMMARY**

Contract with:	<u>HUMANE ANIMAL CARE COALITION, INC.</u>	Contract #	_____
		Effective Date:	<u>4/1/05</u>
		Expiration Date:	<u>3/31/06</u>
Contract Purpose/Description: <u>Renewal agreement for operation the Key Largo Animal Shelter.</u>			
Contract Manager:	<u>Beth Leto</u>	<u>4560</u>	<u>Public Works - #1</u>
	(Name)	(Ext.)	(Department/Stop #)
for BOCC meeting on	<u>February 16, 2005</u>	Agenda Deadline:	<u>February 1, 2005</u>

**CONTRACT COSTS**

Total Dollar Value of Contract:	<u>\$231,652.32</u>	Current Year Portion:	<u>\$115,826.16</u>
Budgeted? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Account Codes:	<u>001-21000-530340</u>
Grant:	<u>\$</u>		
County Match:	<u>\$</u>		

**ADDITIONAL COSTS**

Estimated Ongoing Costs: \$ <u>n/a</u> /yr.	For: _____
(Not included in dollar value above)	(e.g., maintenance, utilities, janitorial, salaries, etc.)

**CONTRACT REVIEW**

	Date In	Changes Needed Yes <input type="checkbox"/> No <input type="checkbox"/>	Reviewer	Date Out
Division Director	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>Mr. Duric</u>	<u>1/21/05</u>
Risk Management	<u>1-21-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slawick</u>	<u>1-21-05</u>
O.M.B./Purchasing	_____	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u>Shirley Barker</u>	<u>1-23-05</u>
County Attorney	<u>1-25-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>S. Bluth</u>	<u>1/25/05</u>
Comments:	<u>needs copy of original agreement. OK attached</u>			
_____	_____			
_____	_____			
_____	_____			

**RENEWAL AGREEMENT**  
**(Operation of Key Largo Animal Shelter)**

This renewal agreement is made and entered into this 16<sup>th</sup> day of February, 2005, between the **COUNTY OF MONROE** (County) and **HUMANE ANIMAL CARE COALITION, INC.** (Contractor) in order to renew that certain agreement entered into on March 17, 2004, as follows:

1. In accordance with Section IV – RENEWAL, this agreement is hereby renewed for one additional year.
2. Section IX – PAYMENT, is amended to read as follows:

“IX. PAYMENT:

The total compensation to be paid to the Contractor in consideration of its services under this Agreement shall be \$231,652.32 per annum (\$224,252 plus 3.3% CPI increase of \$7,400.32). The County shall pay the Contractor on a per month in arrears basis in an amount equal to 1/12 of the total cost of the contract, or \$19,304.36 per month. The Contractor shall provide a monthly invoice to the Division of Public Works, and payment shall be made on or before the 15<sup>th</sup> day of the following month.”

3. The term of this renewal agreement shall commence on April 1, 2005, and terminate on March 31, 2006.
4. In all other respects, the original agreement between the parties dated March 17, 2004, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

(Seal)

Attest: DANNY L. KOLHAGE, CLERK

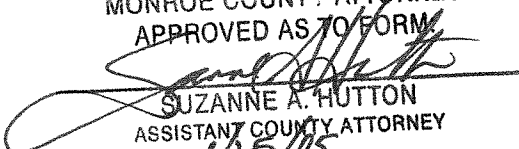
BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Mayor/Chairman

HUMANE ANIMAL CARE COALITION,  
INC.

By: \_\_\_\_\_  
President

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM  
  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
Date 1/26/05

AGREEMENT  
for  
OPERATION OF KEY LARGO ANIMAL CONTROL

This agreement is entered into this 17<sup>th</sup> day of March, 2004, by and between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, a political subdivision of the State of Florida, (hereinafter called "County"), and HUMANE ANIMAL CARE COALITION, INC., a non-profit organization existing under the laws of the State of Florida, (hereinafter called "Contractor");

WITNESSETH:

The County hereby authorizes the Contractor to operate the Key Largo Animal Control Shelter, (hereinafter called "Shelter") located at 105951 U. S. Highway 1, Key Largo, Florida, further described in Exhibit "A" attached hereto, and to provide complete animal control and enforcement services from Mile Marker 70 through Mile Marker 112 including Ocean Reef and the Village of Islamorada (hereinafter called "Service Area") according to the following terms and conditions:

I. SCOPE OF SERVICES:

- a. The Contractor will fully staff, operate and perform all current functions of the Shelter, as further identified in the training manual to be prepared by Contractor; said training manual will be reviewed and approved by the Director of Public Works or his designee prior to implementation.
- b. The Contractor shall secure, maintain and pay all applicable fees for any permits and licenses necessary to operate the Shelter.
- c. The Contractor shall cooperate with the Monroe County Health Department and follow all local and state laws, regulations and procedures, including but not limited to F.A.C. 10D-3.091, Procedures for Control of Specific Communicable Diseases and Chapter 64B16-29, Animal Control Shelter Permits.
- d. The Contractor shall provide that all animal control officers complete the mandatory certification program outlined by F.S. 828.27 (40 hours of training curriculum approved by the Florida Animal Control Association); said training shall be completed on a timely basis after a 90-day probationary period. The Contractor is to provide the Director of Public Works, or his designee, with copies of the Animal Control Officer Training Program Certificates.
- e. The Contractor will receive and properly confine all animals that are brought to the Shelter or which become the responsibility of the Shelter. All animals in the custody of the Contractor shall have a constant supply of fresh water and be fed a diet appropriate for their species, breed, age and physical condition.
- f. The Contractor shall provide appropriate care for sick and injured animals in its custody and shall obtain the services of a veterinarian who is licensed by and in good standing with the Board of Veterinary Medical Examiners for the State of Florida for consultations and/or professional services.
- g. The Contractor shall maintain the Shelter, including kennel area, cages and euthanasia room, and all equipment in a clean, safe, and sanitary manner.

h. The Contractor shall provide the personnel and materials necessary to humanely euthanize all animals designated for euthanasia by the supervisors or designees of the Shelter. The primary drug to be utilized for euthanasia shall be sodium pentobarbital, and the Contractor shall administer euthanasia to those animals designated for destruction in a humane manner and consistent with state and county laws and regulations. The Contractor's personnel who perform euthanasia will have appropriate certificates attesting to the employee's authority to perform euthanasia, and copies of the certificates will be forwarded to the Director of Public Works or his designee.

i. The Contractor shall ensure that rabies inoculations will be given to all adopted and redeemed animals as required by law.

j. The Contractor shall provide heartworm testing to all adoptable dogs, provide deworming to all adoptable animals, and shall have a program in place for flea and tick control. Contractor shall seek funding sources to enable provision of feline leukemia virus testing and, upon obtaining such funding, shall provide feline leukemia virus testing for all adoptable kittens and cats.

k. The Contractor will provide an adoption service through the Shelter for the purpose of securing suitable homes for adoptable animals. The Contractor shall follow appropriate criteria to insure that each companion animal is given a suitable home through basic screening procedures that evaluate both the animal to be released and the potential adopter in an effort to assure that the animals adopted are being placed in long-term homes. The screening procedures shall be reviewed periodically by the Director of Public Works or his designee as to form and practicality. All adoptable animals will be available for inspection by the public during normal working hours.

l. The Contractor will issue license certificates for dogs as required by the Monroe County Code and collect the established fees therefor. The Contractor will be responsible for determining that all requirements have been satisfied by an applicant prior to issuing a license certificate and shall remit all fees therefor to the County.

## II. ENFORCEMENT SERVICES:

The Contractor will provide complete animal control and enforcement services within the Service Area described above, including, but not limited to:

1. Emergency services (24-hours per day/7-days a week) for Priority One calls which are:
  - a. Injured animal;
  - b. Bite cases; person bit by any warm-blooded creature;
  - c. Animal bites to other animals;
  - d. Wild animal in home;
  - e. Dangerous dog investigations;
  - f. Animal cruelty investigations;
  - g. Law enforcement requests.
2. Patrolling service area on a regular and consistent basis;
3. Picking up dogs that are running at-large;
4. Picking up cats or raccoons captured in cat or raccoon traps;
5. Non-emergency animal pick up from residential homes during normal operating hours;

6. Picking up dead animals along County or City rights-of-way and arrange for proper disposal in accordance with all applicable laws, regulations and ordinances;
7. Disposing of any animals that are euthanized or that expire while in the care, custody, or control of the Contractor, in accordance with all applicable laws, regulations and ordinances.
8. Investigating all reports of violation of local and state ordinances and regulations relating to animal control and, when warranted by the facts, issue citations and/or prosecute all persons charged with violation of said ordinances and regulations, which includes representing Monroe County in court proceedings when required. Further, upon termination of this agreement, the Contractor shall complete all cases originated by Contractor including representing the County in court if necessary.
9. Complying with all applicable County ordinances and regulations as well as the laws of the State of Florida.

### III. TERM OF AGREEMENT:

This agreement shall be for a twelve (12) month period beginning April 1, 2004 and ending at 12:00 midnight on March 31, 2005. The term of this agreement shall be renewable in accordance with Section IV.

### IV. RENEWAL:

The County shall have the option to renew this agreement after the first year, for two (2) additional one-year periods. The contract amount agreed to herein may be adjusted annually in accordance with the percentage change in the Consumer Price Index (CPI) for all urban consumers (CPI-U) for the most recent 12 months available.

### V. ASSIGNMENT:

The Contractor shall not assign nor subcontract its duties under this agreement without the prior written approval of the County.

### VI. TERMINATION WITHOUT CAUSE:

The County may terminate this agreement without cause by providing the Contractor with written notice of termination at least sixty (60) days prior to the date of termination.

### VII. TERMINATION WITH CAUSE:

The County may terminate this agreement for cause if the Contractor shall default in the performance of any of its obligations under this agreement. Default shall include the occurrence of any one of the following events and same is not corrected to the satisfaction of the County within fifteen (15) days after the County provides the Contractor with written notice of said default:

- a. Failure to provide food or water for animals in the custody of Contractor.
- b. Failure to procure appropriate veterinary care for any sick or injured animal in the custody of the Contractor.

- c. Failure to administer euthanasia in a humane manner.
- d. Failure to maintain the Shelter in a clean, safe and sanitary manner.
- e. Breach of any other term, condition or requirement of this agreement.

#### VIII. UTILITIES:

The Contractor shall be responsible for payment of all utility charges for the Shelter. All utility accounts will be held in the Contractor's name.

#### IX. PAYMENT:

The total compensation to be paid to the Contractor in consideration of its services under this Agreement shall be \$224,252.00 per annum. The County shall pay the Contractor on a per month in arrears basis in an amount equal to 1/12 of the total cost of the contract, or \$18,687.66 per month. The Contractor shall provide a monthly invoice on the 1<sup>st</sup> day of each month to the Division of Public Works, and payment shall be made on or about the 1st day of the following month.

#### X. FUNDING AVAILABILITY

In the event that funds are partially reduced or cannot be obtained or continued at a level sufficient to allow for the purchase of the services contemplated, then the contract may be terminated immediately at the option of the County upon written notice of termination being delivered in person or by mail to the Contractor. The County will not be obligated to pay for any services provided by the Contractor after the Contractor has received written notice of immediate termination.

#### XI. VEHICLES:

The County hereby leases to the Contractor two (2) County vehicles currently assigned to the Shelter identified as follows:

1. A 1999 Chevrolet Astro Van (Unit 0911-020)
2. A 2000 Dodge 1500 Pickup Truck (Unit 0911-021)

The Contractor shall be responsible for payment of all fuel, oil, and other supplies necessary to operate said vehicles. In addition, the Contractor shall be responsible for repairs to said vehicles and shall maintain them in accordance with the maintenance schedule attached hereto as Exhibit "B." The Contractor shall provide receipts to the Director of Public Works or his designee to document and verify that the required maintenance has been performed. The County shall have the right to inspect the vehicles at any reasonable time.

#### XII. INSURANCE REQUIREMENTS:

The Contractor will provide insurance coverage as described in the Risk Management Policy and Procedures Contract Administration Manual attached hereto and marked Exhibit "C."

#### XIII. FEES AND REPORTS:

The Contractor shall collect and remit to the County all funds that are collected for fees, license certificates, citations, penalties, adoptions, etc. In this regard, the Contractor shall issue receipts and keep appropriate records of all funds received and shall provide the Director of Public Works or his designee with copies of daily cash reconciliation forms, daily bank deposit information and original license certificates that are issue on a bi-weekly basis. All funds must be deposited into specific Monroe County bank accounts, and all requests for waiver of any fines or fees owed to the County



must be submitted in writing on the County-approved affidavit form to the Director of Public Works or his designee, said affidavit form is attached hereto and marked Exhibit "E." The Contractor shall only charge fees as outlined in Monroe County Resolution No. 496-2000, as same may be amended from time to time; said Resolution is attached hereto and marked Exhibit "B." The Contractor shall not charge any other fees for services at the Shelter unless authorized by the County to do so. Further, the Contractor shall provide the Director of Public Works or his designee with copies of all bite reports and citations that are issued on a bi-weekly basis as well.

#### XIV. DONATIONS:

The Contractor shall issue receipts and keep appropriate records of all donations received at the Shelters by Contractor. Said donations shall be used by Contractor only for the benefit of shelter animals or animals for which Contractor provides spay/neuter or other services, and shall not be used to defray or reduce County funding in the future. In the case of donations solicited by third parties on behalf of the Contractor, the donating entity must make its financial records pertaining to the donated funds available to representatives of the Contractor and the County during regular business hours (Monday through Friday, 9:00 a.m. to 5:00 p.m., excluding holidays) in order to insure that all monies collected on behalf of the Contractor, minus an amount not to exceed 5% of the total collected for administrative expenses, are in fact donated to the Contractor for the benefit of shelter animals. If a prospective donating entity is unwilling or unable to comply with the foregoing requirement, then the Contractor may not accept any donations from that entity.

#### XV. FACILITIES AND EQUIPMENT:

The Contractor hereby accepts the Shelter facilities and equipment in "as is" condition, and the Contractor shall allow the County to inspect said facilities and equipment at any reasonable time. In addition, all operating supplies and any additional equipment such as catch-all sticks, cages and the like shall be the responsibility of the Contractor.

#### XVI. INVENTORY:

Prior to commencement of the service contemplated herein, the County shall perform an inventory of all supplies, materials, medicines and equipment at each Shelter and the inventory lists prepared therefrom shall be signed by both parties hereto.

#### XVII. MAINTENANCE:

The Contractor shall maintain and be responsible for the costs of repairs to the Shelter buildings, grounds, and equipment in order to keep same in proper working condition. Prior to commencement of repairs, the County must be notified, in writing, of repairs estimated to cost over \$1,000.00. If such repairs are approved by the County, the Contractor shall pay the first \$1,000.00 of cost regardless of the total cost of said repairs.

#### XVIII. IMPROVEMENTS OR MODIFICATIONS TO FACILITIES:

No improvements or modifications may be made to the Shelters, appurtenances, or surrounding properties without the prior written approval of the County.

#### XIX. HOURS OF OPERATIONS:

At a minimum, the Shelter shall be open to the public from 9:00 a.m. to 6:00 p.m., Eastern Time, Monday through Friday, and from 9:00 a.m. to 3:00 p.m., Eastern time, on Saturdays; as follows:

Hours of operation may be adjusted only upon mutual written consent of the County and the Contractor.

**XX. INDEPENDENT CONTRACTOR:**

At all times and for all purposes, the Contractor, its agents and employees are strictly considered to be independent contractors in their performance of the work contemplated hereunder. As such, the Contractor, its agents and employees shall not be entitled to any of the benefits, rights or privileges of County employees.

**XXI. HURRICANE OR OTHER NATURAL DISASTER:**

In the event of a hurricane or other natural disaster, the Contractor shall make its best efforts to properly house and care for all animals. In this regard, the Contractor shall designate at least three (3) employees who will be able to remain in the County to care for the animals during and after the disaster, and the Contractor will supply those employees' names, addresses and telephone numbers to the County Administrator who may, at his discretion, require the Contractor to have the listed employees remain in the County during and after a Category 1, 2 or 3 Hurricane or natural disaster.

**XXII. FUNDRAISING:**

The Contractor may use the Shelter for fundraising or for selling merchandise after its items have been reviewed and approved by the Director of Public Works or his designee. Requests for events shall be requested by the Contractor in writing and approved by the County Administrator in writing. Funds raised by the Contractor from fundraising or events at the Shelter shall only be used to benefit the shelter animals or animals for which Contractor provides spay/neuter or other services, and shall not be used to defray or reduce County funding in the future.

**XXIII. NON-DISCRIMINATION:**

The Contractor shall not discriminate against any person on the basis of race, creed, color, national origin, sex or sexual orientation, age, physical handicap, or any other characteristic or aspect which is not job related when recruiting, hiring, promoting, terminating or any other area affecting employment under this agreement. At all times, the Contractor shall comply with all applicable laws and regulations with regard to employing the most qualified person(s) for positions under this agreement. Additionally, the Contractor shall not discriminate against any person on the basis of race, creed, color, national origin, sex or sexual orientation, age, physical handicap, financial status or any other characteristic or aspect in regard to providing services hereunder.

**XXIV. INSPECTION OF BOOKS AND FACILITIES/AUDIT/ACCOUNTING:**

The Contractor shall maintain the financial records in accordance with generally accepted accounting principles, and allow the County to inspect its books and records and the shelter facilities at any reasonable time. In addition, the Contractor shall, at its expense, provide the County with an annual audit prepared by an independent Certified Public Accountant. Contractor shall retain all records pertaining to this agreement for a period of three years after term expires.

**XXV. MEDICAL RESEARCH:**

In no event shall any animals under the care, custody, or control of the Contractor be given, bartered or sold to any medical research company.

**XXVI. CAT/RACCOON TRAPS:**

The County hereby leases its cat/raccoon traps to the Contractor for the Contractor to rent to the public upon payment of a deposit fee. All deposit fees collected by Contractor shall be returned to the renter upon return of the trap or, if the trap is not returned to Contractor, the deposit fee will be retained by the Contractor in order to purchase replacement traps. At the end of this agreement, the Contractor will return the same number of cat/raccoon traps to the County as the County had provided at the beginning of this agreement. Nothing herein shall preclude Contractor from purchasing and renting its own cat and raccoon traps.

**XXVII. PUBLIC ENTITY CRIME STATEMENT:**

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. (CATEGORY TWO: \$15,000.00).

**XXVIII. NOTICE:**

Any notice required or permitted under this agreement shall be in writing and hand-delivered or mailed, postage prepaid, by certified mail, return receipt requested, to the other party as follows:

**FOR COUNTY:**

Dent Pierce, Director  
Monroe County Public Works  
1100 Simonton Street  
Key West, Florida 33040

**FOR CONTRACTOR:**

Thomas F. Garrettson  
283 Saint Thomas Avenue  
Key Largo, FL 33037

**XXIX. CONSENT TO JURISDICTION:**

This agreement shall be construed by and governed under the laws of the State of Florida and venue for any action arising under this agreement shall be in Monroe County, Florida.

**XXX. AUTHORIZED SIGNATORY:**

The signatory for the Contractor, below, certifies and warrants that:

- (a) The Contractor's name in this agreement is its full name as designated in its corporate charter.
- (b) He or she is empowered to act and contract for Contractor.
- (c) This agreement has been approved by the Contractor's Board of Directors.

Further, Contractor shall, upon execution of this agreement, provide proof of incorporation and a list of its Board of Directors.

XXXI. ENTIRE AGREEMENT:

This agreement constitutes the entire agreement between the County and the Contractor for the services contemplated herein. Any amendments or revisions to this agreement must be in writing and be executed in the same manner as this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day first written above.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

By: *Jamela Hancock*

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: *Murray E. Wilson*

Mayor/Chairman

By: *Thomas F. Arnett*

President

FILED FOR RECORD  
2009 MAR 29 AM 11:27  
DANNY L. KOLHAGE  
CLERK  
MONROE COUNTY, FLA.

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM

*Suzanne A. Hutton*  
SUZANNE A. HUTTON

ASSISTANT COUNTY ATTORNEY

Date *2/23/09*